IT IS HEREBY ADJUDGED and DECREED this is SO

ORDERED.

Dated: October 18, 2010



1 Matthew A. Silverman (018919) Jessica R. Kenney (026615) 2 **McCarthy ◆ Holthus ◆ Levine** 3 8502 E. Via de Ventura, Suite 200 Scottsdale, AZ 85258 4 (602) 230-8726

SARAH S. CURLEY U.S. Bankruptcy Judge

Attorneys for Movant,

Federal National Mortgage Association, its assignees and/or successors and the servicing agent, LBPS, Inc.

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UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

PHOENIX DIVISION

 	
In re:) In Proceedings Under
Nolan R. Daniels,	Chapter 7
Debtor.) Case No. 2:10-bk-25206-SS
Federal National Mortgage Association, its assignees and/or successors and the servicing agent, LBPS, Inc.,	ORDER TERMINATING AUTOMATIC STAY
Movant,)
v.))
Nolan R. Daniels, Debtor; and Diane M. Mann, Chapter 7 Trustee,)))
Respondents.	,)
)
	<i>!</i>

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Federal National Mortgage Association, its assignees and/or successors and the servicing agent, LBPS, Inc. ("Movant"), having filed a Motion for Relief from the Automatic Stay with respect to the hereinafter-described property after appropriate notice and opportunity for a hearing, no party in interest having objected to such relief, the Respondents having failed to plead or otherwise defend, and good cause appearing,

IT IS THEREFORE ORDERED that:

Any and all stays against lien enforcement, including the automatic stay of 11 U.S.C. § 362(a) and the automatic injunction of 11 U.S.C. § 524(a), are hereby vacated with respect to the property generally described as 6770 North 47th Avenue #1016, Glendale, AZ 85301, and Movant, its assignees and/or successors in interest, may proceed with a foreclosure of and hold a Trustee's sale of the subject property pursuant to the state law, and thereafter commence any action necessary to obtain complete possession of the subject property without further court order or proceeding being necessary.

IT IS FURTHER ORDERED that:

The Moving Party, at its option, may offer, provide and enter into any potential forbearance agreement, loan modification, refinance agreement or other loan workout/loss mitigation agreement as allowed by state law. The Movant may contact the Debtor via telephone or written correspondence to offer such an agreement. Any such agreement shall be non-recourse unless included in a reaffirmation agreement.

DATED:

UNITED STATES BANKRUPTCY JUDGE